

# **Exhibit X**

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12 **UNITED STATES DISTRICT COURT**

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**NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

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AARON SENNE, et al., Individually and on  
Behalf of All Those Similarly Situated;

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Plaintiffs,

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vs.

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OFFICE OF THE COMMISSIONER OF  
BASEBALL, an unincorporated association  
doing business as MAJOR LEAGUE  
BASEBALL; et al.;

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Defendants.

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CASE NO. 3:14-cv-00608-JCS

**CLASS ACTION**

**DEFENDANT STERLING METS, L.P.'S  
OBJECTIONS AND ANSWERS TO  
PLAINTIFFS' FIRST SET OF  
INTERROGATORIES REGARDING  
VENUE**

DEFENDANT STERLING METS, L.P.'S OBJECTIONS AND ANSWERS TO PLAINTIFFS' FIRST SET OF  
INTERROGATORIES REGARDING VENUE – CASE NO. 3:14-CV-00608-JCS

1 Pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure, as well as Local Civil  
2 Rule 33 of the Northern District of California, Defendant Sterling Mets, L.P. (“Defendant”), by  
3 and through its attorneys, Proskauer Rose LLP, hereby responds and objects to “Plaintiffs’ First  
4 Set of Interrogatories to Certain Franchise Defendants regarding Venue” (the “Interrogatories”) as  
5 follows:

6 These objections and answers reflect Defendant’s present knowledge of the matters  
7 covered by the Interrogatories and its best efforts to identify the information responsive to those  
8 Interrogatories. Defendant’s efforts are continuing, however, and it reserves the right to amend  
9 and/or supplement the objections and answers herein as may be necessary or appropriate.

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11 **GENERAL OBJECTIONS**

12 The following General Objections apply to the Interrogatories, which shall have the same  
13 force and effect as if they were fully set forth in response to each individually numbered  
14 Interrogatory:

15 1. Defendant objects to the Interrogatories, including the “Definitions” and  
16 “Instructions” sections contained in the Interrogatories, to the extent they seek to impose  
17 obligations on Defendant that are in addition to, or inconsistent with, those imposed by the Federal  
18 Rules of Civil Procedure (the “Federal Rules”), the Local Civil Rules for the Northern District of  
19 California (the “Local Civil Rules”), the Court’s individual rules and/or standing orders.

20 Defendant will apply the definitions and instructions established in Rules 26 and 33 of the Federal  
21 Rules and Local Civil Rule 33 and will answer the Interrogatories in accordance with those Rules  
22 and will not provide information insofar as such production exceeds the requirements of those  
23 Rules.

24 2. Defendant objects to the “Definitions” section contained in the Interrogatories to  
25 the extent they are overbroad, beyond the scope of permissible discovery and/or seek information  
26 without proper limitation as to the scope of the limited discovery concerning the pending motion  
27 to transfer venue.

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1           3. Defendant objects to the Interrogatories insofar as they are vague and/or  
 2 ambiguous, fail to identify the information sought with reasonable particularity, are overbroad,  
 3 irrelevant and not reasonably calculated to lead to the discovery of admissible evidence and  
 4 unduly burdensome.

5           4. Defendant objects to the Interrogatories to the extent that they impermissibly  
 6 infringe upon the privacy rights of third parties.

7           5. Defendant objects to Plaintiffs' definition of "Communications" in Paragraph 1 of  
 8 the Definition section of the Interrogatories on the grounds that it is overbroad, seeks information  
 9 not relevant to the subject matter of this action and goes beyond the scope of the limited discovery  
 10 that Plaintiffs requested by motion and letter-brief in connection with opposing the pending  
 11 motion to transfer venue, and to the extent it seeks to impose obligations on Defendant that are in  
 12 addition to, or inconsistent with, those imposed by the Federal Rules, Local Civil Rules, the  
 13 Court's individual rules and/or standing orders.

14          6. Defendant objects to Plaintiffs' definitions of "Identify" in Paragraphs 3 and 4 of  
 15 the Definition section of the Interrogatories (and the Interrogatories applying the definition) on the  
 16 grounds that they are overbroad, unduly burdensome, impermissibly infringe upon privacy rights  
 17 of third parties to the extent it calls for information like residential addresses, seek information not  
 18 relevant to the subject matter of this action and go beyond the scope of the limited discovery that  
 19 Plaintiffs requested by motion and letter-brief in connection with opposing the pending motion to  
 20 transfer venue, and to the extent they seek to impose obligations on Defendant that are in addition  
 21 to, or inconsistent with, those imposed by the Federal Rules, the Local Civil Rules, the Court's  
 22 individual rules and/or standing orders.

23          7. Defendant objects to Plaintiffs' definition of "Person" in Paragraph 5 of the  
 24 Definition section of the Interrogatories (and the Interrogatories applying the definition) on the  
 25 grounds that it is overbroad, unduly burdensome, seeks information not relevant to the subject  
 26 matter of this action and goes beyond the scope of the limited discovery that Plaintiffs requested  
 27 by motion and letter-brief in connection with opposing the pending motion to transfer venue, and

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DEFENDANT STERLING METS, L.P.'S OBJECTIONS AND ANSWERS TO PLAINTIFFS' FIRST SET OF  
 INTERROGATORIES REGARDING VENUE – CASE NO. 3:14-CV-00608-JCS

1 to the extent it seeks to impose obligations on Defendant that are in addition to, or inconsistent  
2 with, those imposed by the Federal Rules, the Local Civil Rules, the Court's individual rules  
3 and/or standing orders.

4       8.     Defendant objects to Plaintiffs' definition of "You" or "Your" in Paragraph 6 of the  
5 Definition section of the Interrogatories as revised (and the Interrogatories applying the definition)  
6 on the grounds it is overbroad, vague and ambiguous, unduly burdensome, impermissibly  
7 infringes upon privacy rights of third parties, seeks information not relevant to the subject matter  
8 of this action and goes beyond the scope of the limited discovery that Plaintiffs requested by  
9 motion and letter-brief in connection with opposing the pending motion to transfer venue, and to  
10 the extent it seeks to impose obligations on Defendant that are in addition to, or inconsistent with,  
11 those imposed by the Federal Rules, the Local Civil Rules, the Court's individual rules and/or  
12 standing orders. Defendant also objects to the extent it seeks information without proper  
13 limitation as to temporal scope.

14       9.     For purposes of the Objections and Answers to Plaintiffs' First Set of  
15 Interrogatories to Certain Franchise Defendants, Defendant applies the following definition:  
16 "You" or "Your" shall mean the Major League Baseball Club and/or the Club's minor league  
17 affiliate(s).

18       10.    Defendant objects to Paragraphs 1 through 3 of the Instructions section of the  
19 Interrogatories to the extent they seek to impose obligations on Defendant that are in addition to,  
20 or inconsistent with, those imposed by the Federal Rules, the Local Civil Rules, the Court's  
21 individual rules and/or standing orders.

22       11.    Defendant objects to Paragraph 4 of the Instructions section of the Interrogatories  
23 to the extent it seeks information without proper limitation as to temporal scope.

24       12.    Defendant objects to the Interrogatories to the extent that they presume the  
25 existence of certain facts, or are based on assumptions, neither proven by Plaintiffs, nor admitted  
26 by Defendant. Defendant's willingness to answer any Interrogatory does not constitute in any  
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DEFENDANT STERLING METS, L.P.'S OBJECTIONS AND ANSWERS TO PLAINTIFFS' FIRST SET OF  
INTERROGATORIES REGARDING VENUE – CASE NO. 3:14-CV-00608-JCS

1 manner Defendant's admission to any of the assertions set forth or assumed in the Interrogatories  
2 or constitute a waiver of Defendant's objections thereto.

3       13.   Defendant objects to the Interrogatories to the extent they seek information created  
4 after the commencement of the instant lawsuit or for the purposes of, or in connection with, the  
5 instant litigation.

6       14.   Defendant objects to the Interrogatories to the extent they call for the production of  
7 (i) confidential or proprietary business information relating to Defendant and/or (ii) confidential or  
8 proprietary information concerning individuals or entities who are not parties to this action ("third  
9 parties"). To the extent Defendant agrees to provide confidential or proprietary information, such  
10 production shall be subject to an appropriate Stipulated Protective Order to be executed by the  
11 parties.

12       15.   Defendant reserves its right to supplement their Interrogatory answers in the event  
13 it discovers further information responsive to the Interrogatories, and also reserves its right to  
14 amend and/or supplement any answer or objection herein.

15       16.   In providing these objections and answers to the Interrogatories, Defendant does  
16 not waive or intend to waive, but, on the contrary, reserves and intends to reserve:

- 17           a. all questions as to competency, authenticity, relevancy, materiality, privilege, and  
18              admissibility of the information provided hereunder or the subject matter thereof;
- 19           b. the right to object on any ground to the use of the information provided hereunder  
20              or the subject matter thereof at any trial or hearing in this matter or in any related or  
21              subsequent action or proceeding;
- 22           c. the right to object on any ground at any time to a demand for further information or  
23              document production; and
- 24           d. the right at any time to revise, supplement, correct, or add to its answers.

25       17.   To the extent that any information is provided in answer to an Interrogatory,  
26 Defendant will provide the responsive information once. Additionally, to the extent that  
27 Defendant references its answers or responses to other Interrogatories and/or Document Requests,

**1** Defendant's objections to the other Interrogatories and/or Document Requests are incorporated  
**2** herein by reference.

3       18. These General Objections shall be deemed continuing throughout and incorporated  
4 into each and every one of the following specific objections and answers to the Interrogatories,  
5 whether or not expressly repeated in an answer to any particular Definition, Instruction or  
6 Interrogatory, unless otherwise noted. The statement of any specific objection in the following  
7 answers to the Interrogatories shall in no way waive or prejudice Defendant's assertion of the  
8 General Objections.

9       19.     Defendant's objections and answers to the Interrogatories are without waiver of, or  
10 prejudice to, its right to later use additional documents or information not set forth or referred to in  
11 these answers to the Interrogatories. Any answer contained herein is also made with the express  
12 reservation of all rights pursuant to the Federal Rules, Local Civil Rules, the Court's individual  
13 rules and/or standing orders to supplement or amend these answers or to present evidence either  
14 discovered subsequent to the date hereof or the significance of which is later discovered.

## SPECIFIC OBJECTIONS AND ANSWERS

**16 INTERROGATORY NO. 1**

Identify each Person (including but not limited to corporate officers or directors, owners, general managers, assistant general managers, special assistants to the general manager, pitching or hitting coordinators, directors of minor league operations, scouting director, other coordinators and directors, roving instructors, minor league coaches or managers, area scouts, associate scouts or “bird dogs,” supervisor or regional scouts, cross-checkers, or pro-coverage scouts—either advanced MLB scouts or scouts covering the minor leagues) employed or contracted by You who has any involvement with Your minor league operations and has (i) lived in California, (ii) worked in California, (iii) made a business trip to California, or (iv) recruited any baseball player living in California or attending High School, College or Junior College in California.

**1 | OBJECTION AND ANSWER TO INTERROGATORY NO. 1**

2 Subject to and without waiving the General Objections and incorporating those Objections  
3 herein, Defendant further objects to this Interrogatory on the grounds that it is overbroad as to  
4 temporal scope; is overbroad with respect to Plaintiffs' definition of "Person", "You" and "Your";  
5 is overbroad, vague and ambiguous with respect to the use of the terms "any involvement" and  
6 "recruited"; and goes beyond the scope of the limited discovery in connection with opposing the  
7 pending motion to transfer venue with respect to subparagraphs (iii) and (iv), which have no  
8 bearing on whether the Middle District of Florida is the more convenient forum than the Northern  
9 District of California. Defendant further objects to this Interrogatory – specifically, with respect to  
10 subparagraphs (iii) and (iv) – on the grounds that it is overly broad and unduly burdensome.

11 Notwithstanding these objections and subject to and without waiving the foregoing  
12 General and Specific Objections, and in accordance with the Court's June 27 Order, in response to  
13 subparagraphs (i) and (ii), Defendant has identified below individuals employed by Defendant or  
14 Defendant's subsidiaries by name, title, current city and state of residence and current principal  
15 work location whose duties and responsibilities include minor league baseball operations and  
16 includes individuals identified by Plaintiffs in their initial disclosures. The list of individuals  
17 identified below is not exhaustive, and Defendant expressly reserves its right to supplement or  
18 modify this list.

19 Defendant's answers to this request do not constitute an acknowledgement or  
20 representation that the individuals identified have knowledge or information concerning any  
21 claims and defenses, and shall not be construed as a waiver of any objection Defendant may assert  
22 at the appropriate time, all of which are hereby expressly preserved. Defendant also reserves its  
23 rights to rely on the testimony of individuals who are not identified below, consistent with the  
24 Federal Rules, Local Civil Rules, the Court's individual rules and/or standing orders.

Name	Title	Principal Work Location	City/State of Residence
Abbott, Glenn	Pitching Coach	Binghamton, NY	[REDACTED] AR

	<b>Name</b>	<b>Title</b>	<b>Principal Work Location</b>	<b>City/State of Residence</b>
1	Alderson, Sandy	General Manager	Flushing, NY	[REDACTED] NY
2	Alfonzo, Edgardo	Special Instructor	N/A – Travels to all minor league affiliates	[REDACTED] NY
3	Auerbach, Daniel	Video Intern	Las Vegas, NV	[REDACTED] NY
4	Aybar, Manuel	Pitching Coach	Dominican Republic	Dominican Republic
5	Backman, Wally	Manager	Las Vegas, NV	[REDACTED] OR
6	Barra, T.J.	Manager, Minor League Operations/Baseball Information	Flushing, NY	[REDACTED] NY
7	Blake, Benjamin	Video Intern	Port St. Lucie, FL	[REDACTED] MA
8	Branski, Jarad	Athletic Training/Rehab Intern	Port St. Lucie, FL	[REDACTED] OH
9	Brenner, Jack	Assistant Clubhouse Manager	Port St. Lucie, FL	[REDACTED] FL
10	Capellan, Carlos	Coach	Dominican Republic	Dominican Republic
11	Carreno, Jose	Manager	Port St. Lucie, FL	[REDACTED] FL
12	Castillo, Alberto	Manager	Dominican Republic	Dominican Republic
13	Castro, Liliano	Coach	Dominican Republic	Dominican Republic
14	Chavez, Ender	Hitting Coach	Port St. Lucie, FL	[REDACTED] VZ
15	Clarke, Dustin	Strength and Conditioning Coach	Las Vegas, NV	[REDACTED] FL
16	Cohen, Max	Video Intern	Port St. Lucie, FL	[REDACTED] NY
17	Collins, Sean	Video Intern	Kingsport, TN	[REDACTED] MA
18	Conti, Guy	Senior Advisor	N/A – Travels to all minor league affiliates	[REDACTED] FL
19	Craig, Jason	Strength & Conditioning Coordinator	Port St. Lucie, FL	[REDACTED] FL
20	Davalillo, David	Manager	Dominican Republic	Venezuela
21	De La Cruz, Yucarybert	Coach	Dominican Republic	Dominican Republic
22	Debus, Jon	Rehabilitation Pitching Coordinator	Port St. Lucie	[REDACTED] FL

	Name	Title	Principal Work Location	City/State of Residence
1	DePodesta, Paul	Vice President, Player Development and Amateur Scouting	Flushing, NY and Port St. Lucie, FL	[REDACTED] CA
2	Distefano, Benny	Hitting Coach	Brooklyn, NY	[REDACTED] TX
3	D'Onza, Giovanni	Dominican Republic Athletic Training Coordinator	Dominican Republic	Dominican Republic
4	Ellis, Ryan	Manager	Port St. Lucie, FL	[REDACTED] FL
5	Floyd, Bobby	Special Instructor	N/A – Travels to all minor league affiliates	[REDACTED] FL
6	Fuentes, Joel	Hitting Coach	Port St. Lucie, FL	[REDACTED] PR
7	Galvez, Franklin	Strength & Conditioning	Dominican Republic	Dominican Republic
8	Gamboa, Tom	Manager	Brooklyn, NY	[REDACTED] CA
9	Garcia, Yunir	Hitting Coach	Kingsport, TN	[REDACTED] Venezuela
10	Golia, Joe	Athletic Trainer	Las Vegas, NV	[REDACTED] SC
11	Goudoras, Christopher	Video Intern	Brooklyn, NY	[REDACTED] NY
12	Greer, George	Hitting Coach	Las Vegas, NV	[REDACTED] VA
13	Griffin, Jason	Strength and Conditioning Coach	Binghamton, NY	[REDACTED] IL
14	Grosh, Gavin	Athletic Trainer	Kingsport, TN	[REDACTED] IN
15	Hanford, Jonathan	Video Intern	Savannah, GA	[REDACTED] WA
16	Henderson, Juan	Director, Latin America Operations	Dominican Republic	Santo Domingo
17	Herbst, Mike	Medical Coordinator	Port St. Lucie, FL	[REDACTED] FL
18	Hernandez, Leonardo	Hitting Coach	Dominican Republic	Venezuela
19	Hunter, Matt	Athletic Trainer	Port St. Lucie, FL	[REDACTED] FL
20	Hurst, Jonathan	Pitching Coach	Kingsport, TN	[REDACTED] SC
21	Inderrieden, Dane	Strength and Conditioning Coach	Port St. Lucie, FL	[REDACTED] MN
22	Iwanow, Deb	Athletic Trainer	Binghamton, NY	[REDACTED] NY
23	Jackson, Al	Pitching Consultant	N/A – Travels to all minor league affiliates	[REDACTED] FL
24	Landestoy, Rafael	International Field Coordinator	Dominican Republic	[REDACTED] FL
25	LaRoche, Dave	Assistant Pitching Coach	Las Vegas, NV	[REDACTED] KS
26				
27				
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	Name	Title	Principal Work Location	City/State of Residence
1	Leger, Jose	Manager	Kingsport, TN	[REDACTED] DR
2	Lego, Joe	Strength Coach	Brooklyn, NY	[REDACTED] NY
3	Lopez, Pedro	Manager	Binghamton, NY	[REDACTED] PR
4	Martinez, Francis	Pitching Coach	Dominican Republic	Dominican Republic
5	Martinez, Manuel	Hitting Coach	Dominican Republic	Dominican Republic
6	McLaren, Tristan	Strength and Conditioning Coach	Savannah, GA	[REDACTED] SC
7	Marte, Benjamin	Pitching Coach	Dominican Republic	Dominican Republic
8	Miller, Jon	Director, Minor League Operations	Alexandria, VA	[REDACTED] VA
9	Morgan, Kevin	Instruction/Infield Coordinator	N/A – Travels to all minor league affiliates	[REDACTED] LA
10	Mullin, John	Equipment/Operations Manager	Port St. Lucie, FL	[REDACTED] FL
11	Nader, Mark	Video Intern	Binghamton, NY	[REDACTED] NY
12	Natal, Bob	Catching Coordinator	N/A – Travels to all minor league affiliates	[REDACTED] TX
13	Pascucci, Valentino	Hitting Coach	Savannah, GA	[REDACTED] PA
14	Pearson, David	Rehabilitation & Physical Therapy Coordinator	Port St. Lucie, FL	[REDACTED] FL
15	Perez, Guarionex	Dominican Republic Strength & Conditioning Coordinator	Dominican Republic	Dominican Republic
16	Ramirez, Eddy	Strength & Conditioning	Dominican Republic	Dominican Republic
17	Regan, Phil	Pitching Coach	Port St. Lucie, FL	[REDACTED] FL
18	Reyes, Pedro	Coach	Dominican Republic	Dominican Republic
19	Reyes, Ronny	Coordinator, International Operations	Port St. Lucie	[REDACTED] FL
20	Ricciardi, J.P.	Special Assistant to General Manager Sandy Alderson	Flushing, NY and Port St. Lucie, FL	[REDACTED] MA
21	Ricco, John	Vice President, Baseball Operations and Assistant General Manager	Flushing, NY	[REDACTED] NJ

	Name	Title	Principal Work Location	City/State of Residence
1	Ring, Royce	Pitching Coach	Port St. Lucie, FL	[REDACTED] CA
2	Rivera, Luis	Hitting Coach	Binghamton, NY	[REDACTED] FL
3	Rojas, Luis	Manager	Savannah, GA	[REDACTED] FL
4	Romanick, Ron	Pitching Coordinator	N/A - Travels to all minor league affiliates	[REDACTED] AZ
5	Scott, Dick	Director, Player Development	Travels to all MLB affiliates	[REDACTED] AZ
6	Signore, Tom	Pitching Coach	Brooklyn, NY	[REDACTED] NY
7	Sosa, Antonio	Trainer	Dominican Republic	Dominican Republic
8	Tada, Kiyoshi	Athletic Trainer	Brooklyn, NY	[REDACTED] FL
9	Tavarez, Alex	Strength and Conditioning Coach	Port St. Lucie, FL	[REDACTED] FL
10	Truedson, Tom	Athletic Trainer	Port St. Lucie, FL	[REDACTED] MN
11	Valdes, Marc	Pitching Coach	Savannah, GA	[REDACTED] FL
12	Valdes, Miguel	Short-Season Pitching Coach	N/A – Travels to all minor league affiliates	[REDACTED], FL
13	Velasquez, Eric	Athletic Trainer	Savannah, GA	[REDACTED] TX
14	Velasquez, Jharvyn	Trainer	Dominican Republic	Venezuela
15	Viola, Frank	Pitching Coach	Las Vegas, NV	[REDACTED] FL
16	Virgil, Sr., Osvaldo	Special Catching Instructor	Dominican Republic	Dominican Republic
17	Voigt, Jack	Outfield/Baserunning Coordinator	N/A – Travels to all minor league affiliates	[REDACTED] FL
18	Wan, Kory	Strength and Conditioning Coach	Kingsport, TN	[REDACTED] FL
19	Warren, Kyle	Video Intern	Port St. Lucie, FL	[REDACTED] NJ
20	Wolf, Jen	Assistant, Minor League Operations	Flushing, NY	[REDACTED] NY

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22 **INTERROGATORY NO. 2**

23 For each Person Identified in Interrogatory number 2(i), state:

- 24     a. The Person's city of residence;
- 25     b. The city in which the Person has maintained his place of business; and
- 26     c. The Person's title and scope of responsibility.
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1     **OBJECTION AND ANSWER TO INTERROGATORY NO. 2**

2              Subject to and without waiving the General Objections and incorporating those Objections  
3 herein, Defendant's Objection and Answer to Interrogatory No. 1 is incorporated as if fully set  
4 forth herein. Defendant further objects to this Interrogatory to the extent that it seeks the  
5 individual's "scope of responsibility," which is vague and ambiguous, not relevant to the limited  
6 discovery in connection with opposing the pending motion to transfer venue, and is unduly  
7 burdensome. Defendant also objects to this Interrogatory to the extent it seeks the individual's  
8 city of residence and the city in which the individual has maintained his or her place of business,  
9 which also go beyond the scope of the limited discovery in connection with opposing the pending  
10 motion to transfer venue.

11             Notwithstanding these objections and subject to and without waiving the foregoing  
12 General and Specific Objections, and in accordance with the Court's June 27 Order, Defendant  
13 refers Plaintiffs to its Objection and Answer to Interrogatory No. 1.

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15     **INTERROGATORY NO. 3**

16     For each Person Identified in response to Interrogatory number 2(ii)-(iv), state:

- 17         a. The Person's city of residence;  
18         b. The city in which the Person has maintained his place of business;  
19         c. The purpose and duration of the Person's presence in California for each occasion he or  
20                 she was in California; and  
21         d. The Person's title and scope of responsibility.

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23     **OBJECTION AND ANSWER TO INTERROGATORY NO. 3**

24              Subject to and without waiving the General Objections and incorporating those Objections  
25 herein, Defendant's Objections and Answers to Interrogatory Nos. 1 and 2 are incorporated as if  
26 fully set forth herein. Defendant further objects to this Interrogatory to the extent that it seeks the  
27 "purpose and duration of the Person's presence in California for each occasion he or she was in

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1 California” on the grounds that it is vague and ambiguous, not relevant to the limited discovery in  
2 connection with opposing the pending motion to transfer venue, and is unduly burdensome.

3 Notwithstanding these objections and subject to and without waiving the foregoing  
4 General and Specific Objections, and in accordance with the Court’s June 27 Order, Defendant  
5 refers Plaintiffs to its Objection and Answer to Interrogatory No. 1.

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7 **INTERROGATORY NO. 4**

8 Identify each possible witness who you contend will be inconvenienced by a trial of this case in  
9 the Northern District of California, the reason each will be inconvenienced, and the Person’s city  
10 of residence and address at which the Person maintains his place of business.

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12 **OBJECTION AND ANSWER TO INTERROGATORY NO. 4**

13 Subject to and without waiving the General Objections and incorporating those Objections  
14 herein, Defendant’s Objections and Answers to Interrogatory Nos. 1 through 3 are incorporated as  
15 if fully set forth herein. Subject to and without waiving the General Objections and incorporating  
16 those Objections herein, Defendant further objects to this Interrogatory on the grounds that it is  
17 overbroad with respect to Plaintiffs’ definition of “Person”; and is overbroad and unduly  
18 burdensome with regard to the request that Defendant provides specific reasons for its answers.  
19 Defendant also objects to this Interrogatory on the grounds that Plaintiffs seek premature witness  
20 identification.

21 Notwithstanding these objections and subject to and without waiving the foregoing  
22 General and Specific Objections, and in accordance with the Court’s June 27 Order, Defendant  
23 refers Plaintiffs to its Objection and Answer to Interrogatory No. 1.

24 Defendant’s answers to this request do not constitute an acknowledgement or  
25 representation that the individuals identified have knowledge or information concerning any  
26 claims and defenses, and shall not be construed as a waiver of any objection Defendant may assert  
27 at the appropriate time, all of which are hereby expressly preserved. Defendant also reserves its

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1 rights to rely on the testimony of individuals who are not identified in response to Defendant's  
2 Objection and Answer to Interrogatory No. 1, consistent with the Federal Rules, Local Civil  
3 Rules, the Court's individual rules and/or standing orders.

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5 **INTERROGATORY NO. 5**

6 For each year between 2008 and the present, identify the number of California residents drafted by  
7 You or signed to a Minor League Uniform Player Contract by You.

8

9 **OBJECTION AND ANSWER TO INTERROGATORY NO. 5**

10 Subject to and without waiving the General Objections and incorporating those Objections  
11 herein, Defendant further objects to this Interrogatory on the grounds that it is overbroad as to  
12 temporal scope, the characterization of "You" and the request for the number of California  
13 residents "signed to a Minor League Uniform Player Contract" which is not limited to putative  
14 class members; is vague and ambiguous as to the characterization of "California residents"; is not  
15 relevant to the limited discovery in connection with opposing the pending motion to transfer venue  
16 because, *inter alia*, the contacts of the named plaintiffs, rather than the absent putative class  
17 members, are determinative on such motions and that information is equally available to Plaintiffs;  
18 and is unduly burdensome.

19

20 **INTERROGATORY NO. 6**

21 Identify any revenue You have generated based on any activity occurring in California, whether  
22 the activity was performed by You or not, including revenue from licensing, merchandising,  
23 televised baseball games, ticket sales, the Base Plan (Article XXIV of the Basic Agreement), the  
24 Revenue Sharing Plan (Article XXIV of the Basic Agreement), the Supplemental Plan (Article  
25 XXIV of the Basic Agreement), the Commissioner's Discretionary Fund (Article XXIV of the  
26 Basic Agreement), Major League Baseball Properties, Inc., or Major League Baseball Advanced  
27 Media, and state:

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- 1 a. The amount of the revenue by Revenue Sharing Year or calendar year ;

2 b. The source of the revenue by Revenue Sharing Year or calendar year.

**4    OBJECTION AND ANSWER TO INTERROGATORY NO. 6**

5 Subject to and without waiving the General Objections and incorporating those Objections  
6 herein, Defendant further objects to this Interrogatory on the grounds that it is unduly burdensome  
7 and not relevant to the limited discovery in connection with opposing the pending motion to  
8 transfer venue because, *inter alia*, revenue generated based on *any* activity in California,  
9 regardless of whether such activity was performed by Defendant, has no bearing on whether the  
10 Middle District of Florida is a more convenient forum than the Northern District of California.  
11 Defendant further objects on the grounds that the request seeks proprietary and highly confidential  
12 financial information; is overbroad and unduly burdensome with respect to temporal scope; and is  
13 overbroad, unduly burdensome, vague and ambiguous with respect to the characterization of  
14 “revenue,” “any activity” and “You”.

**16 | INTERROGATORY NO. 7**

17 Identify each of Your employees for whom You have paid payroll taxes to the state of California  
18 due to work performed on Your behalf.

**20** OBJECTION AND ANSWER TO INTERROGATORY NO. 7

21 Subject to and without waiving the General Objections and incorporating those Objections  
22 herein, Defendant further objects to this Interrogatory on the grounds that it is not relevant to the  
23 limited discovery in connection with opposing the pending motion to transfer venue because, *inter*  
24 *alia*, whether Defendant paid payroll taxes to the state of California due to work performed on  
25 Defendant's behalf has no bearing on whether the Middle District of Florida is a more convenient  
26 forum than the Northern District of California. Defendant further objects on the grounds that the  
27 Interrogatory seeks proprietary and confidential financial information; is overbroad with respect to

1 temporal scope; and is overbroad, vague and ambiguous with respect to the characterization of  
2 “work,” “employees,” “You” and “Your”.

3

4 **INTERROGATORY NO. 8**

5 Have You ever been qualified, licensed or registered to do business in California? If yes, identify  
6 the years in which You were registered to do business in California and the reason You terminated  
7 the registration or otherwise failed to continue to be registered to do business in California.

8

9 **OBJECTION AND ANSWER TO INTERROGATORY NO. 8**

10 Subject to and without waiving the General Objections and incorporating those Objections  
11 herein, Defendant further objects to this Interrogatory on the grounds that it is unduly burdensome  
12 and not relevant to the limited discovery in connection with opposing the pending motion to  
13 transfer venue. Defendant further objects on the grounds that the Interrogatory is overbroad with  
14 respect to temporal scope; and is overbroad, unduly burdensome, vague and ambiguous with  
15 respect to the characterization of “You” and Plaintiffs’ request for the “reason”, if any, the  
16 California business was terminated.

17 Notwithstanding these objections and subject to and without waiving the foregoing  
18 General and Specific Objections, and in accordance with the Court’s June 27 Order, Defendant is  
19 not qualified, licensed or registered to do business in the state of California.

20

21 **INTERROGATORY NO. 9**

22 Identify each first year player that You permitted to alter or change his Uniform Player Contract,  
23 identify each term of the contract (other than information provided in the addenda, such as the  
24 personal information of the draftee, the signing bonus, if any, and college scholarship plan, if any).

25

26 **OBJECTION AND ANSWER TO INTERROGATORY NO. 9**

27 Subject to and without waiving the General Objections and incorporating those Objections

28

1 herein, Defendant further objects to this Interrogatory on the grounds that it is not relevant to the  
 2 limited discovery in connection with opposing the pending motion to transfer venue because, *inter*  
 3 *alia*, Plaintiffs' contentions in this Interrogatory have no bearing on whether the Middle District of  
 4 Florida is the more convenient forum than the Northern District of California. Defendant further  
 5 objects on the grounds that the Interrogatory seeks information pertaining to the merits of this  
 6 action and is premature; is argumentative; and is an inappropriate contention interrogatory.  
 7 Defendant also objects on the grounds that the Interrogatory is overbroad and unduly burdensome,  
 8 in particular with respect to temporal scope; and is overbroad, unduly burdensome, vague and  
 9 ambiguous with respect to the characterization of "You" and "alter or change."

10

11 **INTERROGATORY NO. 10**

12 For each year between 2008 and the present, identify the number of minor leaguers that signed a  
 13 Uniform Player Contract, any subsequent contract addenda (including "Addendum C") or  
 14 employment contract in California and Florida.

15

16 **OBJECTION AND ANSWER TO INTERROGATORY NO. 10**

17 Subject to and without waiving the General Objections, Defendant further objects to this  
 18 Interrogatory on the grounds that it is not relevant to the limited discovery in connection with  
 19 opposing the pending motion to transfer venue because, *inter alia*, the location of contract  
 20 execution has no bearing on whether the Middle District of Florida is the more convenient forum  
 21 than the Northern District of California. Defendant also objects on the grounds that the  
 22 Interrogatory is overbroad and unduly burdensome with respect to temporal scope; is overbroad,  
 23 unduly burdensome, vague and ambiguous with respect to the characterization of "minor leaguers"  
 24 and "employment contract"; and is unduly burdensome to the extent that Defendant does not  
 25 maintain records that indicate where the UPCs and/or Addenda Cs were executed.

26 Notwithstanding these objections and subject to and without waiving the foregoing  
 27 General and Specific Objections, and in accordance with the Court's June 27 Order, Defendant

28

1 refers Plaintiffs to the declaration submitted on its behalf in support of the motion to transfer  
2 venue. (Dkt. No. 118-11.)

3

4 Dated: August 8, 2014

Respectfully submitted,

5

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## VERIFICATION

STATE OF New York )  
COUNTY OF Queens ) : SS.:

5 I, David P. Cohen being duly sworn, state that I am the EVP, GC at Defendant Sterling  
6 Mets, L.P. and hereby verify under oath that I have read the Defendant Sterling Mets, L.P.'s  
7 Objections and Answers to Plaintiffs' First Set of Interrogatories Regarding Venue and know the  
8 contents thereof. I am making this verification based on my personal knowledge, knowledge or  
9 information provided to me by other employees or agents of Defendant and/or gained from  
10 Defendant's records, except as to the matters stated to be alleged on information and belief; and as  
11 to those matters I believe them to be true.

15 Sworn to before me this  
1<sup>st</sup> day of August 2014



18	Notary Public <b>JESSICA BOYLAN</b> Notary Public, State of New York No. 01BO6193331 Qualified in New York County Commission Expires September 15, 2012
19	

Notary Public  
**JESSICA BOYLAN**  
Notary Public, State of New York  
No. 01BO6193331  
Qualified in New York County  
Commission Expires September 15, 2012 [Signature]

18

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DEFENDANT STERLING METS, L.P.'S OBJECTIONS AND ANSWERS TO PLAINTIFFS' FIRST SET OF  
INTERROGATORIES REGARDING VENUE - CASE NO. 3:14-CV-00608-JCS

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11

12 **UNITED STATES DISTRICT COURT**

13

**NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

14

AARON SENNE, et al., Individually and on  
Behalf of All Those Similarly Situated;

CASE NO. 3:14-cv-00608-JCS

15

Plaintiffs,

**CLASS ACTION**

16

vs.

**CERTIFICATE OF SERVICE**

17

OFFICE OF THE COMMISSIONER OF  
BASEBALL, an unincorporated association  
doing business as MAJOR LEAGUE  
BASEBALL; et al.;

18

Defendants.

19

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I hereby certify that on August 8, 2014, I caused to be served the following:



4 by e-mail on the following counsel for Plaintiffs:

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Dated: New York, New York  
August 8, 2014

Respectfully submitted,

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